



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

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Milton Education Association/NEA-NH		:
	Petitioner	:
		:
	v.	:
		:
Milton School Board		:
	Respondent	:
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Case No. T-0293:4

Decision No. 91-62

APPEARANCES

Representing Milton Education Association/NEA-NH:

James F. Allmendinger, Esquire, Counsel

Representing Milton School Board:

Bradley F. Kidder, Esquire, Counsel

Also appearing:

- Joan Paige, MEA
- Denise Daigle, MEA
- Virginia M. Banks, Milton
- John R. Doria, Milton
- David P. Seaward, Milton
- Dave Bochanan, Milton
- Margaret Buchanan, Milton
- Marianne Doane, MEA
- Kelly Eaves, MEA
- Hope Baldwin, MEA
- David Johnson, MEA
- Philip Mollica, MEA
- Stacey Pete, NEA-NH
- Theodore G. Wells, Jr., NEA-NH

BACKGROUND

On May 3, 1991, the Milton Education Association/NEA-NH (Association) filed an unfair labor practice charge against the Milton School Board (District) alleging that the District had refused to bargain in good faith and had unilaterally changed the conditions of employment of teachers in the School District.

The Association argues that individual contracts issued contained conditions of employment contrary to those contained in the parties' collective bargaining agreement which will expire on August 31, 1991.

The Association argues that prior rulings of this Board require the terms and conditions of employment contained in that collective bargaining agreement be maintained until a new contract is negotiated.

The School Board's position is that the terms and conditions included in the individual contracts sent to School District teachers were specifically voted by those persons attending the annual School District meeting on March 2, 1991. The School Board followed the direction of the School District meeting.

FINDINGS OF FACT

1. A collective bargaining agreement between the parties is in full force and effect through August 31, 1991.
2. The parties are currently engaged in collective bargaining negotiations for a successor contract.
3. This Board has previously ruled and consistently held that the terms and conditions of employment contained in an expiring collective bargaining agreement must be maintained until the parties have reached a new agreement.
4. The Milton School Board changed the conditions of employment of teachers in the School District by forwarding to them individual contracts with terms contrary to those required by the collective bargaining agreement.
5. A School District meeting is not empowered to negotiate the terms and conditions of employment of teachers in the School District and while their vote may result in the reduction of the District budget, their specific vote to change the terms and conditions of employment of the employees of the School District was improvidently made.

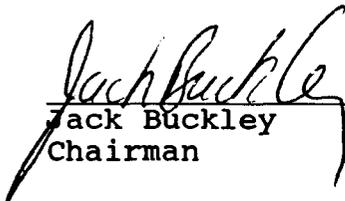
DECISION AND ORDER

Based on the language of the parties' existing agreement and prior decisions of this Board, the terms and conditions of the teachers of the Milton School District must be maintained in accordance with the existing contract until a successor agreement is ratified; the Board finds the Milton School District to have committed an unfair labor practice; the Respondent is order to cease and desist from such further activity; and is ordered to rescind the individual contracts previously sent to teachers of the School District and to revise such contracts in conformance with this decision.

The parties are ordered to advise the Board within thirty (30) days of compliance with this order.

So ordered.

Signed this 11th day of Sept, 1991.



Jack Buckley
Chairman

By unanimous vote. Seymour Osman and Richard E. Molan, Esquire present and voting.